

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

RED ROOF INNS, INC.,

Defendant.

Case No.: 3:20-cv-00381
Hon. Judge Thomas M. Rose

CONSENT DECREE

The Equal Employment Opportunity Commission (EEOC or Commission) filed this action against Red Roof Inns, Inc. (RRI) on September 14, 2020, alleging that RRI violated the Americans with Disabilities Act of 1990 (ADA) and Title I of the Civil Rights Act of 1991 when it failed to provide Wesley Derby with a reasonable accommodation so that he could participate in an information seminar to learn more about a promotional opportunity, and by denying Mr. Derby the opportunity to compete for or hold the Property Connectivity Coordinator position because of his disability or need for reasonable accommodation.

RRI denies the allegations asserted by the EEOC in their complaint. This Consent Decree does not constitute an admission by either party as to the claims or defenses of the other.

The parties desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

In consideration of the mutual promises of each party to this Consent Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

1. The Court has jurisdiction of the subject matter of this action and over the parties, venue is proper, and all administrative prerequisites have been met.

2. This Consent Decree may be entered into without findings of fact and conclusions of law having been made and entered by the Court.

3. The Court, having examined the terms of this Consent Decree, finds it is reasonable, just, and in accordance with the ADA.

4. The Court further finds that entry of this Consent Decree will further the objectives of the ADA and will be in the best interest of the parties, those for whom the EEOC seeks relief, and the public.

5. Neither the EEOC nor Red Roof Inns, Inc. shall contest the validity of this Consent Decree, or the jurisdiction of the United States District Court to enforce this Consent Decree and its terms, or the right of the EEOC to file a motion to enforce, compel and/or for sanctions upon the breach of any term of this Consent Decree by Red Roof Inns, Inc.

TERM AND SCOPE

6. The term of this Consent Decree shall be from the date of entry of the Decree through April 30, 2024.

7. This Consent Decree applies to and binds RRI, its officers, agents, employees, successors, and assigns, and the managers, supervisors and Human Resources personnel who make employment decisions pertaining to the Online Connectivity department, including but not limited to the Property Connectivity Coordinators.

MONETARY PAYMENT

8. RRI shall pay Forty-three Thousand One Hundred Eighty-Eight Dollars (\$43,188.00) to Charging Party Wesley Derby to resolve all issues and claims in this case. RRI shall make payment by issuing two separate checks payable to Mr. Derby as follows: 1) one check constituting non-pecuniary compensatory damages in the amount of Forty-one Thousand One Hundred Eighty-Eight Dollars (\$41,188.00), which shall be reported on an IRS form 1099 Miscellaneous Income Statement; and 2) one check constituting back pay in the amount of Two Thousand Dollars (\$2,000.00), minus standard payroll tax withholdings. RRI shall not make any deductions from the compensatory damage payment. RRI shall not deduct from the backpay payment the employer's share of any costs, taxes, or Social Security.

9. Within ten (10) days from the entry of this Consent Decree by the Court, the Commission will forward a release to Mr. Derby for his execution. The form of the release is attached hereto as Exhibit A. The Commission will notify counsel for RRI upon receipt of the release executed by Mr. Derby. Within ten (10) days of receiving a signed release and a W-9 and payment instruction, RRI shall mail the payments described above to the address designated by the Commission. Payment shall be mailed via certified mail, return receipt requested. Within ten (10) days of payment, RRI shall provide the Commission a copy of the checks and a copy of Mr. Derby's signed certified mail receipt as proof of payment by emailing them to EEOC counsel Aimee L. McFerren at aimee.mcferren@eeoc.gov and monitoring-EEOC-INDO@eeoc.gov.

EQUITABLE RELIEF

10. RRI, its officers, agents, employees, successors, and assigns and the managers, supervisors and human resources personnel who make employment decisions pertaining to the Online Connectivity department, including but not limited to the Property Connectivity

Coordinators, shall not engage in retaliation against any employee or applicant because he or she has opposed a practice made unlawful under the ADA, filed a Charge of Discrimination under the ADA, testified or participated in any manner in an investigation, proceeding, or hearing under the ADA, or asserted any rights under this Consent Decree.

11. RRI, its officers, agents, employees, successors, and assigns and the managers, supervisors and human resources personnel who make employment decisions pertaining to the Online Connectivity department, including but not limited to the Property Connectivity Coordinators, shall not discriminate against disabled employees by:

- a. Failing to provide reasonable accommodations that enable disabled employees to perform the essential functions of their jobs;
- b. Failing to provide reasonable accommodations that enable disabled employees to enjoy equal benefits and privileges of employment; and
- c. Failing to promote or hire disabled applicants or employees because such individual is disabled or because of the need to provide a reasonable accommodation.

TRAINING

12. By February 28, 2023, RRI shall provide training for the Vice President of Distribution Services, the Vice President of Human Resources, and all managers, supervisors and human resources personnel who make employment decisions pertaining to the Online Connectivity department, including but not limited to the Property Connectivity Coordinators, that covers:

- a. The role and purpose of the ADA and its prohibitions and provisions, including the prohibition against unlawful discrimination, harassment and retaliation, and the

requirement that employers provide reasonable accommodations to qualified individuals with disabilities;

b. RRI's policies and procedures regarding the reasonable accommodation process;

c. A clear explanation of the duties supervisory, management and human resources employees have in timely engaging in the interactive process with and providing effective reasonable accommodations to disabled employees; and

d. The Commission's Enforcement Guidance on Reasonable Accommodation and Undue Hardship Under the Americans with Disabilities Act, available online at:

www.eeoc.gov/policy/docs/accommodation.html.

13. A second training as described in Paragraph 12 shall be completed in February 2024.

14. For the duration of the Decree, RRI shall retain the agenda, written materials, and a list of attendees from each training.

NOTICE POSTING

15. Within fourteen (14) days of entry of the Decree, RRI shall post in the location(s) where employment information is routinely posted, including on any Red Roof employee intranet site, the attached Notice of Non-Discrimination Policy (Exhibit B). This Notice shall remain posted during the term of the Decree, and if it becomes defaced or illegible, RRI shall repost it.

MONITORING AND REPORTING PROVISIONS

16. The Commission is authorized to investigate compliance with this Decree for the purpose of determining whether the terms of the Decree have been complied with.

17. During the duration of this Decree, RRI shall provide two reports containing the following:

- a. Verification that all training required under this Consent Decree in the previous twelve (12) months has occurred, including identifying all attendees by name and position title; and
- b. Verification of compliance with the Notice posting requirement in paragraph 15.
- c. The first report required by this paragraph shall be due 30 days after the training described in Paragraph 12 is completed. The second report shall be due within 30 days after completion of the training described in Paragraph 13. The reports shall be submitted to the EEOC's Regional Attorney for the Indianapolis District, Kenneth Bird, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204. A copy shall also be e-mailed to EEOC counsel Aimee L. McFerren at aimee.mcferren@eeoc.gov and monitoring-EEOC-INDO@eeoc.gov. Upon written request by the EEOC, RRI shall produce copies of the training materials noted in paragraph 12 and 13.

DISPUTE RESOLUTION

18. This Consent Decree may be specifically enforced in court by the EEOC and may be used as evidence in a subsequent proceeding alleging a breach of this Decree.

19. The Court retains jurisdiction to hear and resolve any disputes concerning enforcement of the Consent Decree which may be brought to the Court's attention.

20. In the event the Commission alleges that a violation of this Consent Decree has occurred, the Commission will give notice in writing, specifically identifying the alleged violation to RRI, with a copy to its counsel. RRI shall respond to the allegation within fourteen (14) days. After RRI responds, the parties shall have a period of fourteen (14) days, or such additional period as may be agreed to by them, in which to negotiate and confer regarding the Commission's allegation.

21. If the parties are unable to resolve the dispute, the Commission may initiate an action to enforce the Consent Decree in this Court.

COSTS AND FEES

22. The parties shall each bear their own costs and attorneys' fees.

MISCELLANEOUS PROVISIONS

23. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of RRI.

24. This Consent Decree may only be amended by the Court.

25. During the term of this Decree, RRI shall provide a copy of this Consent Decree as part of due diligence prior to any sale, merger, or transfer of assets to the purchaser or transferee, and to any other potential successor.

DATE

UNITED STATES DISTRICT JUDGE

Exhibit A

Release of Claims

In consideration for \$ _____ paid to me by Red Roof Inns, Inc. (“Red Roof”) in connection with the resolution of *EEOC v. Red Roof Inns, Inc.*, Civil Action No. 3:20-cv-381, and EEOC Charge No. 473-2018-00951, I waive my right to recover for any claims of disability discrimination arising under the Americans with Disabilities Act that I had against Red Roof prior to the date of this release and that were included in the claims alleged in EEOC’s Complaint in *EEOC v. Red Roof Inns, Inc.*, Civil Action No. 3:20-cv-381, and EEOC Charge No. 473-2018-00951.

Date: _____

Signature: _____

Print Name: _____

Exhibit B

Notice

The Americans with Disabilities Act (ADA) prohibits employers from discriminating against an applicant or employee based on disability. This includes failing to make a reasonable accommodation to a disabled applicant or employee where the accommodation does not create an undue hardship for the employer and will enable the applicant or employee to participate fully in the application process, perform the essential functions of his or her position, and/or enjoy equal benefits and privileges of employment.

Red Roof Inns will not discriminate against any individual on the basis of disability and will provide reasonable accommodation as described above. If you have a disability and require reasonable accommodation, you should direct your request to your manager or local Human Resources representative.

You may also file a Charge of Discrimination with the EEOC. For more information visit www.eeoc.gov or contact your nearest EEOC office. The law prohibits retaliation against persons who complain about discrimination to Red Roof Inns or file Charges of Discrimination with the EEOC.

SIGNED this _____ day of _____, 2022

Red Roof Inns official

Equal Employment Opportunity Commission
101 W. Ohio St., Ste 1900
Indianapolis, Indiana 46204-4203
Telephone: (463) 999-1240
EEOC 800 # 1-800-669-4000
TDD (317) 226-4162
info@eeoc.gov

This NOTICE shall remain posted for two (2) years from date of signing